

**EXHIBIT F**

<p><b>UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY</b></p> <p><b>Caption in Compliance with D.N.J. LBR 9004-1(b)</b></p> <p><b>WOLLMUTH MAHER &amp; DEUTSCH LLP</b> Paul R. DeFilippo, Esq. 500 Fifth Avenue New York, New York 10110 Telephone: (212) 382-3300 Facsimile: (212) 382-0050 pdefilippo@wmd-law.com</p> <p><b>JONES DAY</b> Gregory M. Gordon, Esq. Brad B. Erens, Esq. Dan B. Prieto, Esq. Amanda Rush, Esq. 2727 N. Harwood Street Dallas, Texas 75201 Telephone: (214) 220-3939 Facsimile: (214) 969-5100 gmgordon@jonesday.com bberens@jonesday.com dbprieto@jonesday.com asrush@jonesday.com (Admitted pro hac vice)</p> <p><b>ATTORNEYS FOR DEBTOR</b></p>	<p><b>KING &amp; SPALDING LLP</b> Kristen Renee Fournier, Esq. 1185 Avenue of the Americas 34<sup>th</sup> Floor New York, NY 10036-2601 Telephone: (212) 790-5342 Facsimile: (212) 556-2222 kfournier@kslaw.com (Admitted <i>pro hac vice</i>)</p> <p><b>SPECIAL COUNSEL FOR DEBTOR</b></p>
<p>In re:</p> <p>LTL MANAGEMENT LLC,<sup>1</sup></p> <p style="text-align: center;">Debtor.</p>	<p>Chapter 11</p> <p>Case No.: 23-12825</p> <p>Judge: Michael B. Kaplan</p> <p>Hearing Date: October 18, 2023</p>

**CERTIFICATION OF KRISTEN R. FOURNIER**

**KRISTEN R. FOURNIER**, certifies pursuant to 28 U.S.C. § 1746, as follows:

1. I am a partner at King & Spalding LLP (“K&S”), special counsel to LTL Management LLC, the debtor and debtor-in-possession in the above-captioned matter (the “Debtor”). I submit this Certification in connection with K&S’ First and Final Application for an

<sup>1</sup> The last four digits of the Debtor’s taxpayer identification number are 6622. The Debtor’s address is 501 George Street, New Brunswick, New Jersey 08933.

allowance of compensation for professional services rendered and reimbursement of expenses for the period from April 4, 2023 through August 11, 2023 (the “Application”).

2. In accordance with section 155 of title 18 of the United States Code, neither I nor any attorney of my firm has entered into any agreement, written or oral, express or implied, with the Debtor, any creditor, or any other party in interest, or any attorney of such person, for the purpose of fixing the amount of any of the fees or other compensation to be allowed out of or paid from the assets of the Debtor.

3. In accordance with section 504 of the Bankruptcy Code, no agreement or understanding exists between me, my firm or any attorney thereof, on the one hand, and any other person, on the other hand, for the division of such compensation as my firm may receive from the Court herein, nor will any division of fees prohibited by section 504 of the Bankruptcy Code be made by me, or any attorney of my firm.

4. The following is provided in response to the request for additional information set forth in ¶ C.5 of the Revised UST Guidelines.

**Question:** Did K&S agree to any variations from, or alternatives to, your standard or customary billing rates, fees, or terms for services pertaining to this engagement that were provided during the Fee Period?

**Answer:** Yes. The billing rates K&S charged to the Debtor during the Compensation Period are the same as the billing rates charged to J&J more generally, which are significantly discounted from K&S’s standard, market rates. As a result, the Debtor received a significant discount benefit as a result of the K&S’ specific billing arrangement with J&J.

**Question:** If the fees sought in this Application as compared to the fees budgeted for the time period covered by this Application are higher by 10% or more, did K&S discuss the reasons for the variation with the Debtor?

**Answer:** N/A

**Question:** Have any of the professionals included in this Application varied their hourly rate based on the geographic location of these chapter 11 cases?

**Answer:** No.

**Question:** Does the Application include time or fees relating to review, revising, or reducing time records or preparing, reviewing or revising invoices? If so, please quantify by hours and fees.

**Answer:** No.

**Question:** Does the Application include time or fees for reviewing time records to redact any privileged or other confidential information? If so, please quantify by hours and fees.

**Answer:** No.

**Question:** If the Application includes any rate increases since K&S' retention, did the Debtor review and approve of those rate increases in advance? Did the Debtor agree when retaining K&S to accept all future rate increases?

**Answer:** N/A; there were no rate increases during the time period covered by this Application.

5. I have reviewed the requirements of D.N.J. LBR 2016-3, the Revised UST Guidelines, the Compensation Procedures Order and the Dismissal Order<sup>2</sup>, and certify to the best of my knowledge and belief that this Application substantially complies with such local rule, order and guidelines.

I certify, under penalty of perjury, that the foregoing statements made by me are true and correct, to the best of my knowledge, information, and belief.

Date: September 7, 2023

/s/ Kristen R. Fournier  
Kristen R. Fournier

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<sup>2</sup> Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Application.